



PHILIP MORRIS

U. S. A.

120 PARK AVENUE, NEW YORK, N. Y. 10017-5692 TELEPHONE (212) 880-5000

July 8, 1995

Mr. Jerry Robbe
CFE
Colorado State Fair
State Fairgrounds
Pueblo, Colorado 81004

Colorado State Fair

Dear Mr. Robbe:

This letter constitutes the agreement (the "Agreement") between Philip Morris Incorporated ("Philip Morris") and the Colorado State Fair ("Promoter"), regarding Philip Morris's sponsorship, on behalf of its **MARLBORO** brand of cigarettes, of the Colorado State Fair (the "Fair") to be held from August 19th through September 3rd, 1995, at the State Fairgrounds in Pueblo, Colorado, and presentation of a **MARLBORO Music Concert** (the "Concert") on August 20, 1995. The terms of the Agreement follow:

1. Sponsorship Rights. In consideration for Philip Morris providing talent for the Concert ("Artists"), Promoter grants Philip Morris the following sponsorship rights:

(a) the exclusive right to conduct tobacco sales and branded incentive distribution to smokers twenty-one years of age and older from two kiosk locations and one 10' x 22' tent with electrical power, at sites at the Fair to be mutually agreed upon by the parties;

(b) the right to hang banners and signage on and around the tent and kiosks and at other locations at the site of the Fair to be mutually agreed upon by the parties;

(c) the right to receive 200 complimentary Concert tickets and 100 complimentary parking passes, which will be delivered to Philip Morris upon execution of the Agreement;

(d) the right to single day worker passes, general admission passes and parking passes to be provided by Promoter in amounts to be agreed upon by the parties; and

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(e) the right to recognition in advertising placed in connection with the Concert or the Fair and the right to approve in advance all materials and announcements prepared by Promoter that mention Philip Morris, **MARLBORO** or **MARLBORO Music**, provided that the approval is effected on a timely basis.

2. Philip Morris' Obligations. Philip Morris will:

- (a) provide top name entertainment to perform at the Concert;
- (b) provide the services of a third party talent buyer to book talent directly in order to control booking, fee and payment schedule; no other talent buyer to be utilized;
- (c) provide the services of a third party production coordinator to control stage design and provide production and stage management, supervision and support to the Fair's Concert operating crew;
- (d) provide the services of a public relations agency to publicize the Concert;
- (e) use the **MARLBORO Music** logo and the title "**MARLBORO Music State Fair Tour**" in connection with the Concert;
- (f) provide local print advertising featuring the **MARLBORO Music** logo and the Fair logo for additional media support, with artwork to be provided solely by Philip Morris; and
- (g) provide copy and artwork for one full page advertisement in the "Official State Fair Program" to be produced by Promoter at no charge to Philip Morris.

3. Promoter's Obligations. Promoter will:

- (a) assume complete responsibility for securing all music licensing rights;
- (b) provide secured parking for all buses, trucks and rental cars used by Artists and Artists' personnel, Philip Morris personnel and other personnel associated with the Concert;
- (c) provide venue house security, and, under the direction of a third party engaged by Philip Morris that will provide staffing requirements, provide backstage security;
- (d) provide on-site storage space, vendor parking and admission passes;

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(e) provide ample space for an on-site hospitality area for day of the Concert only;

(f) utilize the **MARLBORO** Music credentials and identification for Philip Morris staff and talent to gain backstage access and parking;

(g) utilize the title "**MARLBORO** Music State Fair Tour," when referring to the tour and use the title "**MARLBORO** Music Featuring [Artist Name]," when referring to the Concert (such use not to constitute an endorsement by Philip Morris or the Fair); and

(h) adhere to Production Requirements and Signage Lighting Requirements, attached hereto as Exhibits A and B, respectively, and to Performance Agreements, including riders thereto.

4. Term. The term of the Agreement (the "Term") will commence upon its execution, and continue through the completion of the Fair to the reasonable satisfaction of Philip Morris. Philip Morris has the right to renew the Agreement, if the Fair is held in 1996, upon written notice delivered to Promoter on or before February 1, 1996.

5. Exclusivity. Promoter will not enter into sponsorship agreements with any other manufacturer of cigarette or tobacco products, nor permit any signage, commercial identification or sampling activities of any other cigarette or tobacco products in connection with the Fair or the Concert, without the prior written consent of Philip Morris.

6. Independent Contractor. Promoter is and will remain an independent contractor and nothing in the Agreement will create a relationship of principal and agent or employer and employee between Philip Morris and Promoter or any of its employees.

7. The **MARLBORO** Name. Promoter will have no right or interest in the **MARLBORO** name or the slogans, designs of logo-types associated with **MARLBORO**, or **MARLBORO** Music, except the limited right to use pursuant to the Agreement. All use is subject to the advance approval of Philip Morris described in paragraph 1(e).

8. Insurance. Colorado State Fair Park is an agency of the State of Colorado and its officers and employees are entitled to statutory indemnification provided for in Colorado statutes. It cannot provide insurance, indemnification, or contribution for the acts of others nor can it name others as additional insureds or provide certificates of insurance. It also is not permitted to enter into "hold harmless" or similar agreements. The provisions of this paragraph shall control notwithstanding other contrary provisions in the Agreement or its riders, attachments, addenda or exhibits.

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14. Miscellaneous.

(a) Force Majeure, acts of God or other causes beyond the control of either party delaying or causing the cancellation or delay of the Fair or the Concert will not subject Promoter or Philip Morris to any liability hereunder, except if, and to the extent, otherwise specifically provided herein.

(b) The Agreement may not be modified or amended except by a writing signed by both parties. No waiver of a breach of any terms of the Agreement shall be deemed a waiver of any subsequent breach of that term or any other term or a general waiver.

(c) The Agreement may not be assigned by either party without the written consent of the other. The Agreement sets forth the entire agreement between the parties on its subject matter and supersedes all previous oral or written agreements between them on the subject matter.

(d) Each party hereto will comply with all applicable Federal, state and local laws, regulations and ordinances affecting its activities hereunder including the provisions of Title 15 U.S.C. §§ 1331 et seq.

If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,

Orla
PHILIP MORRIS INCORPORATED

By: *John W. Groemer*

Title: _____

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

COLORADO STATE FAIR

By: *Jerry Robbe*

Jerry Robbe

Taxpayer ID No. _____

Filing Status _____

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EXHIBIT A

PRODUCTION REQUIREMENTS

Following are minimum production requirements for staging the 1995 **MARLBORO** Music State Fair concerts:

- Stage: At least 40' wide x 30' deep with roof, attached sound wings, capable of supporting two 24' x 24' **MARLBORO** scrims (drapes).
- Power: The following is the minimum power requirement for lighting and sound. The source can be either share power or generator. In the event of generator supplied power, an additional 300 KVA back-up generator is required.

Lighting: One 400 AMP 30 service
Sound: One 200 AMP 30 service plus power distribution for on-stage equipment
- Lights: 120 K lighting system for the stage, with additional instruments to light **MARLBORO** scrims and flags. See Exhibit B for appropriate lamps and acceptable substitutes.
- Sound: Adequate for location with ability to fulfill completely band contract requirements.
- Labor: Experienced stage hands as are necessary for Concert, including set-up/tear-down of **MARLBORO** scrims.
- Catering: As per Artist contract.
- Dressing Rooms: As per Artist contract.
- Hospitality Tent: 30' x 40' with lights
Three 20 AMP services with lights
- On-site Production: Office with two phone lines.
- On Fly Dates: Backline as per Artist contract.
- Two Runners: One with a 15 Passenger vehicle
One with a vehicle

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- Ground Transport: As per Artist contract
- Other requirements:
 - A. Ability to strike all other corporate logos and signage at venue.
 - B. **MARLBORO** credentials will be used exclusively on the day of the Concert.

NOTE: These are typical requirements. Exact requirements are dependent on the venue and will be decided by the **MARLBORO** Advance team.

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EXHIBIT B

SIGNAGE LIGHTING REQUIREMENTS

Following is a list of additional required lighting for the **MARLBORO** Signage. All lamps must be fully dimmable and controlled from either the front of house console or another position with the approval of **MARLBORO** Music's Production Manager.

MARLBORO SCRIMS

Two 24' x 24' scrims hang in front of the speaker stacks on either side of the stage. These should be lit with two 9 light Mole Richardson Mole Fays, with DWE lamps, per scrim.

Acceptable Substitutes:

Eight Light Thomas Moles (NO ACL's): Two per scrim
Four Cell 1K Far eyes: Two per scrim

MARLBORO FLAGS

Six 2' x 12' Red Flags hang on various parts of the stage and sound wings. These should be lit with one Par 64 1K MFL each.

Acceptable Substitutes:

8" 1k Fresnel with Barndoors: One per flag
Par 46 MFL lanterns: Two per flag

MARLBORO HEADER

A 40' header hangs across the down stage of the roof. It should be lit, from the floor, with two Bars of 4 Par 64 ACL's.

Acceptable Substitutes:

Two Bars of 6 Par 64 UNSP
Three Bars of 4 Par 36 ACL's